

General terms and conditions

ABT Advanced Bioanalytical Technology GmbH

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§ 1 Validity of the terms and conditions

(1) The supplies, services and quotations of the seller are made solely on the basis of the present terms and conditions of trade. Hence, they also apply to all future business relations, even if they are not expressly agreed upon again. At the latest with the receipt of the goods or services, these terms and conditions of trade are regarded as accepted. Counter-confirmations of the buyer referring to his terms and conditions of trade or purchase respectively are herewith contradicted.

(2) The conditions are applied due to a) Business people if the contract is connected to the commerce b) Legal entities of public law and separate assets regulated by public law

(3) Deviations from these terms and conditions of trade are effective only if confirmed in writing by the seller.

(4) As far as the terms and conditions of trade deviate from Sections 2, 10, 11 and 12 of The German Unfair Contract Terms Act (AGB-Gesetz), these deviations are valid only if the requirements of Section 24 AGB-Gesetz are fulfilled.

§ 2 Quotation, conclusion of contract and extend of delivery

(1) The quotations of the seller are not binding and without engagement. To be legally binding, declarations of acceptance and all orders must be confirmed by the seller in writing or by fax. The same applies to supplements, changes and additional agreements.

(2) Our quotations are without engagement.

(3) ABT expresses the unlimited rights of application to all the calculations, drawings and other documents prepared by ABT. They may not be delivered to a third party.

(4) Drawings, illustrations, dimensions and weights or any other performance data are binding only if this has been expressly agreed in writing. Drawings and other documents of quotations have to be given back to us immediately if the order is not given to ABT.

§ 3 Prices

(1) Unless stated otherwise, the seller is bound by the prices quoted in his offers for the period mentioned.. Applicable are the prices mentioned in the seller's acknowledgement of order. Additional supplies and services are invoiced separately.

(2) Unless agreed otherwise, the prices are net prices read ex works excluding packing and transportation. Excluded are special agreements included in quotations in written form.

§ 4 Payment

(1) Unless otherwise agreed, the seller's invoices are payable net without deduction no later than 30 days after date of invoice. Cheques are accepted only on account of performance and if explicitly agreed. Any costs of bills of exchange and discount charges in accordance with the rates of the private banks shall be to the debit of the purchaser.

(2) Special agreements due to payment conditions are effective only if this has been expressly agreed in writing.

(3) In the event of any delay in payment, interest on arrears at a rate of 2% above the base interest rate of the German Federal Bank shall be payable without prejudice to the right to assert any further damages.

(4) Even if notices of defects or counterclaims are made, the buyer is entitled to set-off, retention or reduction only if the seller has expressly agreed in writing or if the counterclaims have been finally and conclusively ascertained.

§ 5 Delivery Terms

(1) Delivery times are only approximate unless they have been acknowledged by us in writing as being binding. Only the units listed in our price list, as applicable from time to time, can be delivered. Delivery term starts by sending the Confirmation of order, however, not before the buyer does provide respective documents necessary for the order.

(2) Delivery terms are kept, if the article of sale is leaving the company until end of the term or readiness for dispatching is declared.

(3) Any interruptions in performance or delays due to force majeure or similar circumstances which make performance impossible either in the long-term or temporarily or which unreasonably impede performance and for which we are not responsible (lawful strike or strike in third-party operations, lock-out, official orders) entitle us to postpone delivery or performance by the duration of the impediment plus a reasonable start-up period. In such event, our contract partner cannot claim any damages. That is true for similar circumstances occurring with a supplier. We will inform the purchaser about commencement and termination of the respective obstacles as soon as possible.

(4) If we default with the delivery and the purchaser is allowing us an extra time by the explicit declaration that after termination of that extra time the refusal of acceptance of the goods and we fail to meet the extra time, the purchaser is authorized to cancel the purchase.

(5) If the seller is responsible for the non-compliance with time-limits and dates bindingly fixed or if he defaults, the buyer is entitled to a compensation for damage resulting from undue delay amounting to 1/2% for each completed week of delay, to a maximum, however, of up to 5% of the invoice value of the supplies and services affected by the delay. Claims beyond that, especially any kind of claims for damages, are excluded. The buyer is entitled, at his option, to withdraw from the contract in case of delayed delivery, but only if he has fixed a final deadline of 10 days and this deadline has expired.

(6) Adherence of the delivery time requires the adherence of the buyers contractual obligations.

(7) In case of a delayed delivery by request of the buyer the warehouse charges will be charged to buyer, at least 0.5 % of the invoiced value per month. After failure to meet an adequate deadline we are entitled either to use the article of sale elsewhere and/or to supply the buyer after adequate extended deadline.

§ 6 Order on call

(1) Except when otherwise stipulated all orders on call have to be received at least within 3 month after agreed deadline without further call. After expiration of deadline we are entitled to deliver the article of sale and to invoice it in parallel.

(2) In case of no deadline agreed about, we are entitled to the above mentioned rights one (1) year after contract agreement.

§ 7 Transfer of perils and delivery

- (1) The risk shall pass to the buyer with effect from dispatch. This shall also apply if a delivery is agreed to be carriage-free or if it is a partial shipment.
- (2) If the dispatch or delivery is delayed due to circumstances for which our contract partner is responsible the risk shall pass upon notification that the goods are ready for dispatch or delivery. The costs thereby incurred (in particular storage costs) shall be borne by our contract partner.
- (3) At the request of and at the expense of the buyer we will insure the consignment based on the buyers information.
- (4) Partial deliveries and variation of purchase order quantity are allowed up to $\pm 10\%$.

§ 8 Warranty

- (1) To the exclusion of further pretensions we are liable for deficiencies in delivery at our option by either correction or new delivery in case of deficiencies turned out to be defective or non-irrelevant due to the usage, especially because of defective construction or poor material within 6 (six) since pass of risk because of some reason before risk has been passed. The diagnosis of such deficiencies has to be notified in written form immediately. In this context the buyer assumes responsibility to inspect the articles of sale 14 days after arrival at the named destination at the latest. Warranty is excluded if the deficiencies identified later because of a culpably failure of inspection by the buyer.
- (2) Substituted articles of sale pass over into our belongings, at our request they have to be sent back by free delivery.
- (3) Warranty is excluded in case of improper usage, defective assembly or defective placing into operation by the buyer or a third party, normal attrition, defective or careless usage and storage, usage of improper operating elements as well as chemical, electrochemical and electrical influences in case of no responsibility of the seller.
- (4) Warranty is excluded in case of improper change or repair work by the buyer or a third party without any prepermission.
- (5) The buyer has to enable us to realize the corrections and compensation deliveries which seems to be necessary by adequate time and opportunity. We are exempt from liability if he refuses that.
- (6) The buyer can withdraw from the contract if we fail to meet the additional respite for correction or compensation delivery due to a deficiency for reasons by our control as well as in case of our impossibility or inability to realize compensation delivery or correction.
- (7) Further claims of the buyer against us or our auxiliary persons are excluded, in particular claims to compensation of deficiencies which are not grown at all on our article of sale.

§ 9 Reservation of title

- (1) All goods delivered by us remain our property until our contract partner has settled all outstanding amounts under its business relationship with us (extended reservation of title). Any kind of disposal by our contract partner of goods which are subject to a reservation of title is only permitted in the course of its ordinary business. In the event that our contract partner acts in breach of contract, in particular but without limitation if our contract partner is late with payment, we shall be entitled to take back the goods delivered. This shall be considered the equivalent of rescinding the agreement only if we have expressly given a written declaration to this effect. The contract partner must pay the costs of taking back the goods. We are entitled to realize any goods which we have taken back and which are subject to a reservation of title and to offset the proceeds - less reasonable costs of realization - against our outstanding claims. Our contract partner is under an obligation to notify us of any third-party access to the goods subject to a reservation of title promptly after becoming aware thereof and is under an obligation to provide us with the necessary information and documents for an intervention. Our contract partner shall be liable for the costs incurred in order to suspend the access, in particular but without limitation through the institution of third-party proceedings, to the extent such costs cannot be collected from the third party who is executing against the contract partner's assets.
- (2) The buyer is entitled to dispose of the supplied goods within the ordinary course of business. The goods under reservation of title must not be assigned by bill of sale as security. In case of a disposal of the goods supplied with reservation of title, undependent on if the article of sale is disposed without or after treatment, the buyer assigns his claims towards the third buyer to the seller. The buyer is also entitled to collect the debts after assignment. Our power of assignment to collect the debts will remain unaffected, however, as long as the buyer discharges his payment obligations we commit ourselves not to collect the debts. We can demand the buyer to disclose the assigned book account as well as the debtor and all the documents necessary to collect the debts and to hand over all the documents and the debtor informed about.
- (3) On case of processing the article of reservation together with items not belonging to the seller, due to the resulting new item we acquire a co-ownership in the same relation of value as the value of the article of reservation in relation to the new item at the time of processing.
- (4) The seller is required to take out insurance against theft, water damage, breakage, fireloss and other damages during the period of reservation of title for the article of sale and the seller is required to notice that to us. If that does not take place we are justified to take out the insurance at the buyer's expense.
- (5) The reservation of title are valid until complete release from contingent liabilities we did enter into on behalf of the buyer.

§ 11 Further rights of withdrawal by the buyer

- (1) If we are finally unable to realize the expected performance before passing the risk or in case of inability the buyer is entitled to withdraw from a contract.
- (2) The buyer keeps in debt to reciprocate if the inability occurs because of buyer's fault.
- (3) As long as legally allowed further claims of buyer are excluded, particularly with regard to redhibitory action, termination, and contraction of any claims, also claims not arising at the article of sale itself.

§ 12 Place of Fulfilment and law to be Applied

- (1) Place of jurisdiction for both parties, within the scope of the legal principles, is Berlin/Germany. This also applies to actions under the law on bills of exchange and cheques; we are also entitled to bring an action against the buyer at his general place of jurisdiction.
- (2) For the legal relationship between the parties, German law is applicable.
- (3) In cases where there are doubt, the german version of these general terms and conditions is decisive.